SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: FPL Easement amendment for SE Lake Hayes Water Transmission Main

DEPARTMENT: Environmental Services **DIVISION:** Planning Engineering Inspections

AUTHORIZED BY: Joe Forte CONTACT: Patti Leviti EXT: 2132

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the First Amendment to Right-of-Way Consent Agreement and the Amendment to Memorandum of Right-of-Way Consent Agreement with Florida Power & Light Company (FPL).

District 1 Bob Dallari Dennis Westrick

BACKGROUND:

The SE Lake Hayes Water Transmission Main is currently under construction south of Chapman Road between Aloma Avenue and Alafaya Trail. The proposed First Amendment and Amendment, respectively, will add an additional five (5) feet to the existing ten (10) feet previously granted to Seminole County for installation of the County's water transmission line project within FPL's right-of-way easement area.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the first amendment to Right-of-Way Consent Agreement and Memorandum of ROW Consent Agreement from FPL.

ATTACHMENTS:

- First Amendment to FPL ROW
- 2. Amendment to Consent Memorandum
- 3. Agreement
- 4. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

FIRST AMENDMENT TO RIGHT-OF-WAY CONSENT AGREEMENT

THIS FIRST AMENDMENT TO RIGHT-OF-WAY CONSENT AGREEMENT ("First Amendment") is made by and between SEMINOLE COUNTY, whose mailing address is 1101 East First Street, Sanford, FL 32771 hereinafter referred to "Licensee" and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, FL 33408-0420, Attn: Corporate Real Estate Department hereinafter referred to as "Company", and effective the date the last party executes this First Amendment (the "Effective Date")

WHEREAS, Licensee and Company entered into that Right-Of-Way Consent Agreement (the "Consent") on the 16th day of September, 2008 for the property described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**"); and,

WHEREAS, Licensee and Company desire to amend the Consent to reflect Licensee's use of an additional five feet (5') of Company's right-of-way.

NOW THEREFORE, in consideration of the foregoing and mutual promises contained herein the parties agree that the Consent is amended as follows:

- 1. "The said area within, and located to the edge of, company's right-of-way is hereinafter referred to as the "Lands". The use of the Lands by Licensee shall be solely for the purpose of installing 24" water transmission main running parallel in southern most fifteen feet (15') of FPL easement as shown on the plans and specifications submitted by licensee and drawn by Rockett & Associates, c/o R.Kent Veech, P.E., dated September 2007, attached hereto as Exhibit "A".
 - 2. **Remaining Terms.** It is further understood and agreed that all other terms and conditions of the Consent shall remain in full force and effect.

AGREED TO.	
LICENSEE:	
SEMINOLE COUNTY	
By: Name: Title:	Date:
COMPANY: Florida Power & Light Company, A Florida corporation	
By: Meier G. Wise North Area Real Estate Manager	Date:

ACDEED TO:

EXHIBIT "A" to Amendment

Legal Description of Property

A right-of-way 110 feet in width being more particularly described as the South 110 feet of Lot 111, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County.

Also, a right-of-way 110 feet in width being more particularly described as the South 110 feet of Lot 8, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County, Florida.

Also, a right-of-way 110 feet in width being more particularly described as the South 110 Feet of the N½ of the NW¼ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also, a right-of-way 110 feet in width being more particularly described as the South 110 feet of the East 9 chains of the NW ¼ of the NE ¼ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also, a right-of-way 110 feet in width more particularly described as the South 110 Feet of the N½ of the S½ of the NW¼ of the NW¼ of Section 27, Township 21 South, Range 31 East, Seminole County, Florida.

This Instrument Prepared By: Brett Coomer - CRE/JB Florida Power & Light Company P.O. BOX 14000 Juno Beach, FL 33408

subject to certain conditions and restrictions.

AMENDMENT TO MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT

THIS AMENDMENT TO MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT dated this day of, 2009, by and between SEMINOLE COUNTY, (hereinafter referred to as "Licensee"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter referred to as "Company").		
WITNESSETH:		
WHEREAS, on the day of, 2009, Company and Licensee entered into a written First Amendment To Right-of-Way Consent Agreement, hereinafter referred to as the "Agreement" related to certain property situated in the County of Seminole, State of Florida as more particularly set forth in said Agreement and described in Exhibit "A" attached hereto and made a part hereof and hereinafter referred to as the "Lands", and		
WHEREAS, the parties are desirous of placing their interest therein as a matter of public record.		
NOW THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto agree as follows:		
1. The property described in Exhibit "A" is subject to a right-of-way in favor of Company recorded in O.R. Book 132, Page 394, O.R. Book 133 at Page 236, O.R. Book 134 at Page 42, O.R. Book 143 at Page 251 and O.R. Book 183 at Page 127, Public Records of Seminole County, Florida.		
2. The Agreement provides, among other things, Licensee's right to construct certain improvements upon the Lands including, but not limited to installation of 24" water transmission main running parallel in southern most fifteen feet (15') of FPL easement as		

The Agreement is assignable to purchasers of all or a portion of the Lands

provided that the purchasers assume the obligations under the Agreement and specifically acknowledge and agree that the use of the property and improvements to be placed on the property are strictly limited to those items within easement from structures A35X5 – A33X8

and B35X1 – B33X8 and are otherwise subject to the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date hereinabove written.

Witnesses:	Company: FLORIDA POWER & LIGHT COMPANY
Signature	By: Its: North Area Real Estate Manager
Name (Print):	Print Name: Meier G. Wise
Signature	
Name (Print):	
	LICENSEE:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By: Bob Dallari, Chairman
Maryanne Morse Clerk to the Board of County Commissioners of Seminole County, Florida	Bob Dallari, Chairman
Sommore county, 1 totales	Date:
For the use and reliance Seminole County only,	
Approved as to form and legal sufficiency.	
County Attorney	

State of Florida)	
County of Volus)ss:	
County of voius	sia)	
personally appearing Light Company subscribed to the	ared Meier G. Wise, North	2009, before me, the undersigned Notary Public, h Area Real Estate Manager of Florida Power & personally known to me to be the person who acknowledged that he executed the same on behalf thorized to do so.
In Witne	ess Whereof, I hereunto set i	my hand and official seal.
(seal)		
,		NOTARY PUBLIC, STATE OF FLORIDA
		Print Name:
		Commission No.:
		My Commission Expires:
State of)	
County of)ss:)	
On this _	day of	, 2009, before me, the undersigned notary
known to me to	be the person who subscrib	personally ped to the foregoing instrument and acknowledged id corporation and that she was duly authorized to
IN WITN	NESS WHEREOF, I hereun	to set my hand and official seal.
(seal)		
		NOTARY PUBLIC, STATE OF
		Print Name:
		Commission No.:
		My Commission Expires:

EXHIBIT "A"

Legal Description of Property

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Also, a right-of-way 110 feet in width being more particularly described as the South 110 feet of Lot 8, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County, Florida.

Also, a right-of-way 110 feet in width being more particularly described as the South 110 Feet of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also, a right-of-way 110 feet in width being more particularly described as the South 110 feet of the East 9 chains of the NW ¼ of the NE ¼ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also, a right-of-way 110 feet in width more particularly described as the South 110 Feet of the N ½ of the S ½ of the NW ¼ of the NW ¼ of Section 27, Township 21 South, Range 31 East, Seminole County, Florida.

Line Name: Poinsett - Sanford 1, 2, & 3

Structure No.: A33X8 - A35X5 and B35X1 - B33X8

Section(s), Township, Range: 27-21S-31E, 28-21S-31E, 29-21S-31E

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department hereinafter referred to as "Company", hereby consents to SEMINOLE COUNTY, whose mailing address is 1101 East First Street, Sanford, FL 32771 hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in O.R. Book 132 at Page 394, O.R. Book 133 at Page 236, O.R. Book 134 at Page 42, O.R. Book 143 at Page 251, and O.R. Book 183 at Page 127, Public Records of Seminole County, Florida. The said area within, and located to the edge of, Company's right-of-way is hereinafter referred to as the "Lands". The use of the Lands by Licensee shall be solely for the purpose of installing 24" water transmission main running parallel in southern most ten feet (10') of FPL easement as shown on the plans and specifications submitted by Licensee and drawn by Rockett & Associates, c/o R. Kent Veech, P.E., dated September 2007, attached hereto as Exhibit "A".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.
- Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within one (1) year of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.
- 3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees, to the extent permitted by Florida law, to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

- 4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.
- 5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed, at maturity, a height of fourteen (14) feet above existing grade. Licensee hereby agrees to maintain the height of all vegetation on the Lands at a height not to exceed fourteen (14) feet above existing grade.
- 6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.
- 7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.
- 8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.
- 9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris caused by Licensee, its agent employees, contractors, sub-contractors and invitees.
- 10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.
- Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.
- 12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify (subject to the limitations of Section 768.28 of Florida Statutes) and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property as permitted by Florida law arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.
- Licensee is self-insured and will provide Company with letter confirming such self insurance in form reasonably satisfactory to FPL's Risk Management Department. Licensee shall, during the period of this Agreement, cause its contractors to maintain at such contractor's sole expense a liability policy with minimum limits of \$2,000,000 for bodily injury or death of person(s) and \$2,000,000 for property damage arising out of a single occurrence. Licensee's contract with such contractors shall include a provision that the contractors agrees to exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Licensee and Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (the latter being hereinafter referred to as the "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to

any person or damage to any property, whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes; and contractor agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. Contractor's indemnity obligation per occurrence shall not exceed the sum of Two Million Dollars (\$2,000,000.00) for claims arising from a single occurrence. The limits of contractor's indemnity obligations under this section shall not apply to or limit contractor's responsibility for attorneys' fees and costs. The selection of counsel by contractor or by its insurer to represent and defend the FPL Entities shall be subject to the prior written approval of Company. Contractor's obligations under this Section shall survive expiration or other termination of this agreement between contractor and Licensee.

All such policies of insurance shall be endorsed to insure against obligations assumed by contractor in the indemnity. A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

- 14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.
- 15. The use granted herein as shown on Exhibit "A" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.
- 16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.
- 17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.
- 18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

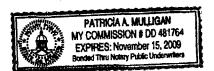
The parties have executed this Agreement this 16 day of Septem ber, 2008. FLORIDA POWER & LIGHT COMPANY Its: Corporate Real Estate Project Manager Signature: **Patricia** Print Name: Print Name: Meier G. Wise Print Name: LICENSEE: **BOARD OF COUNTY COMMISSIONERS** ATTEST: SEMINOLE COUNTY, FLORIDA Clerk to the Board of County Commissioners of Seminole County, Florida For the use and reliance As authorized for execution by the Board of County of Seminole County only. Commissioners at its 5/20, 2008, regular meeting. Approved as to form and legal sufficiency.

County Attorney

State of Florida)
)ss:
County of Palm Beach)
On this / day of	of deat., 2008, before me, the undersigned Notary Public,
personally appeared M. Wi	se, Corporate Real Estate Manager of Florida Power & Light
Company, a Florida corporati	on, personally known to me to be the person who subscribed to
the foregoing instrument and	d acknowledged that he executed the same on behalf of said

In Witness Whereof, I hereunto set my hand and official seal.

(seal)



corporation and that he was duly authorized to do so.

Tatricia) G. Mullegan NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Patricia A. Hulligan

Commission No.: <u>DD 48176</u>4

My Commission Expires: //-/5-09

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY BK 07067 Pgs 0415 - 417; (3pgs) CLERK'S # 2008107636 RECORDED 09/22/2008 02:27:44 PM RECORDING FEES 27.00 RECORDED BY T Smith

This Instrument Prepared By:
Brett Coomer - CRE/CSN
Florida Power & Light Company
P.O. Box 2851
Daytona Beach, FL 32120-2851

MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT

THIS MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT dated this day of <u>September</u>, 2008, by and between SEMINOLE COUNTY, (hereinafter referred to as "Licensee"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, on the 6 day of September 2008, Company and Licensee entered into a written Right-of-Way Consent Agreement, hereinafter referred to as the "Agreement" related to certain property situated in the County of Seminole, State of Florida as more particularly set forth in said Agreement and described in Exhibit "A" attached hereto and made a part hereof and hereinafter referred to as the "Lands", and

WHEREAS, the parties are desirous of placing their interest therein as a matter of public record.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto agree as follows:

- 1. The property described in Exhibit "A" is subject to a right-of-way in favor of Company recorded in O.R. Book 132 at Page 394, O.R. Book 133 at Page 236, O.R. Book 134 at Page 42, O.R. Book 143 at Page 251 and O.R. Book 183 at Page 127, Public Records of Seminole County, Florida.
- 2. The Agreement provides, among other things, Licensee's right to construct certain improvements upon the Lands including, but not limited to installation of a 24" water transmission main running parallel in southern most ten foot (10') of FPL easement as subject to certain conditions and restrictions.
- 3. The Agreement is assignable to purchasers of all or a portion of the Lands provided that the purchasers assume the obligations under the Agreement and specifically acknowledge and agree that the use of the property and improvements to be placed on the property are strictly limited to those items within easement from structures A35X5 A33X8 and B35X1 B33X8 and are otherwise subject to the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date hereinabove written.

Witnesses:	Company: FLORIDA POWER & LIGHT COMPANY
Patricia A. Mulligan Name (Print): Dett A Coomer Signature Signature Name (Print):	By: S. W. Its: Corporate Real Estate Manager Print Name: Meier G. Wise
MARYANNE MORSE Clerk to the Board of County, Commissioners of Seminole County, Florida For the use and reliance of Seminole County only.	By: Brenda Carey, Chairman Date: 8/5/08 As authorized for execution by the Board of County Commissioners at its 5/70, 2008, regular meeting.
Approved as to form and legal sufficiency. Sugar E. Dutted 07-30-0 County Attorney	8

Exhibit A

Legal Description

A right- of- way 110 feet in width being more particularly described as the South 110 feet of Lot 111, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County.

Also A right-of-way 110 feet in width being more particularly described as the South 110 feet of Lot 8, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County, Florida.

Also A right-of-way 110 feet in width being more particularly described as the South 110 feet of the $N\frac{1}{2}$ of the $N\frac{1}{2}$ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also A right-of-way 110 feet in width being more particularly described as the South 110 feet of the East 9 chains of the NW¼ of the NE¼ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also A right-of-way 110 feet in width more particularly described as the South 110 feet of the N½ of the S½ of the NW¼ of the NW¼ of Section 27, Township 21 South, Range 31 East, Seminole County, Florida.